



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

discloses the existence of a contract concerning this land, whereas these services might well have been rendered for a pecuniary compensation. And in American jurisdictions which have adopted the English theory, it has been declared that constructive possession will not be sufficient evidence of such a contract. *Miller v. Lorentz*, 39 W. Va. 160. But the weight of American authority favors a recovery in these cases, provided the services rendered were such that they could not be adequately compensated by money. *Rhodes v. Rhodes*, 3 Sandf. Ch. (N. Y.) 279. This is more readily recognized where a recovery for the services would be barred by the Statute of Limitations. *Warren v. Warren*, 105 Ill. 568. But see *Terry v. Craft*, 87 S. W. 844 (Tex.). It is inequitable to allow the plaintiff, who has acted on the defendant's assurances, to be placed in such a position that the damages he would recover at law would not put him *in statu quo*. The services in the principal case probably fall within this rule.

**TELEGRAPH AND TELEPHONE COMPANIES — LIABILITY TO ADDRESSEE — LIABILITY FOR DELAY OR NON-DELIVERY.** — The plaintiff wrote to W. soliciting a loan of money to be used in avoiding a sacrifice sale of certain property, and urging an answer by telegraph. W. wired at once, "will mail you draft to-day"; but the delivery to the plaintiff was negligently delayed several days. The plaintiff consequently sold her property at a sacrifice and then sued the telegraph company in tort. *Held*, that the plaintiff can recover. *Western Union Telegraph Co. v. Lawson*, 182 Fed. 369 (C. C. A., Ninth Circ.).

It is hard to determine what right, if any, of the sendee's has been infringed in cases of negligent delay. In England a sendee has no action unless the sender was his agent, or the altered message an intentional fraudulent representation by the company. *Dickson v. Reuter's Tel. Co.*, 3 C. P. D. 1, 6; *Playford v. United Kingdom Electric Tel. Co.*, L. R. 4 Q. B. 706. American courts advance four grounds for allowing the sendee to sue. (1) The sendee has a property in the message and should recover for its wrongful detention, like a consignee of goods. See *Young v. Western Union Tel. Co.*, 107 N. C. 370, 372. This view has not met with approval. See *Western Union Tel. Co. v. Allen*, 66 Miss. 549, 556. (2) The sendee is treated as principal and the sender as his agent in sending the telegram. *Milliken v. Western Union Tel. Co.*, 110 N. Y. 403. See *Butner v. Western Union Tel. Co.*, 2 Okl. 234. This would provide only for cases of actual agency. (3) The sendee is treated as beneficiary of the sender's contract. *Frazier v. Western Union Tel. Co.*, 45 Or. 414, 417, 418; *Western Union Tel. Co. v. Adams*, 75 Tex. 531, 536. This would not cover most cases without a straining of the facts. (4) The telegraph company is a public agency and responsible alike on its public undertaking to sender and sendee, the duty arising with acceptance of the telegram. *Western Union Tel. Co. v. Allen*, 66 Miss. 549; *New York & Washington Printing Tel. Co. v. Dryburg*, 35 Pa. St. 298. But see 17 HARV. L. REV. 365. Theoretically the English courts have reached the right result. If the sendee is to have a right to sue it should come from the legislature. *Herron v. Western Union Tel. Co.*, 90 Ia. 129; *Wadsworth v. Western Union Tel. Co.*, 86 Tenn. 695, 707.

**TITLE, OWNERSHIP, AND POSSESSION — WHAT POSSESSION IS NECESSARY TO MAINTAIN ACTION OF FORCIBLE ENTRY AND DETAINER.** — The plaintiff occupied premises owned by the defendant under a lease expiring November 1. On September 3 the defendant forcibly ejected the plaintiff's watchman. In an action of forcible entry and detainer, the defendant offered evidence tending to prove that the plaintiff had made a parol surrender of the lease in August, and that the defendant had taken possession. *Held*, that the evidence is admissible. *Schwinn v. Perkins*, 78 Atl. 19 (N. J., Ct. Err. & App.).

If the defendant offered this evidence to show that he had the right to im-